

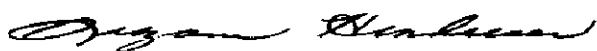
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Tarrant County Texas

Official Public Records

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§

L 0571772

COUNTY OF TARRANT

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Electronically Recorded
Chesapeake Operating, Inc.

Whereas, **Barry A. Wasser and Carla A. Wasser** ("Lessor"), whose mailing address is 5320 Glenview Drive, Fort Worth, Texas 76117, heretofore executed and delivered to **Dale Resources, L.L.C.**, predecessor in interest to **Chesapeake Exploration, L.L.C.**, ("Chesapeake") whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma, 73118, an Oil and Gas Lease (the "Lease") made on January 30, 2008 and recorded as Instrument # D208034120 of the Official Records, Tarrant County, Texas, covering lands in Tarrant County, Texas, as more fully described in the Lease, reference to the Lease is hereby made for all purposes; and

WHEREAS, **Total E&P USA, Inc.**, ("Total") whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and also desires to amend the Lease as follows.

WHEREAS, it is the desire of Lessor, Chesapeake and Total to amend, adopt, and confirm said Lease, for new consideration paid to and accepted by Lessor as adequate;

WHEREAS, Paragraph 17 of the Lease reads as follows, to-wit:

"17. Notwithstanding anything herein contained to the contrary, if Lessee elects to pool the lease premises pursuant to provision 4 hereof, the initial pooled unit must include all of the leased premises in such unit."

WHEREAS, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 17 will be as follows:

"17. Lessee shall have the continuing and recurring right but not the obligation to pool the Land with other lands or leases in the vicinity to form pooled units for the production of oil and gas or either of them. In the event the Land covered by this Lease is pooled and/or unitized with other lands, then (i) all of the Land must be included in a pooled unit, but the entirety of the Land does not necessarily need to be in the same pooled unit, and (ii) the Land may not be divided so as to be in more than a total of two units. Should the lease be divided between two units, Lessee shall have one hundred and eighty (180) days after the expiration of the primary term to include any remaining portion of the Lease into a second unit if it has not already been included into the initial pooled unit. Moreover, upon the expiration of such one hundred and eighty (180) day period, this Lease will terminate except as to the acreage included within a pooled unit(s) that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by correcting Paragraph 17 of such Lease as stated above.


AND, for the same consideration recited above, the undersigned, jointly and severally, do hereby, amend, adopt, and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns,


any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

Dated on the acknowledgment date of the undersigned.

EXECUTED this 12th day of November, 2010.

LESSORS:


Barry A. Wasser



Carla A. Wasser

LESSEES:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma Limited Liability Company

By: 
Henry J. Hood, Senior Vice President - Land and
Legal & General Counsel

TOTAL E&P USA, INC.,
A Delaware Corporation

By: 
Eric Bonnin, Vice President - Business Development
and Strategy


M.R.
Sub
CSM

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ACKNOWLEDGEMENTS

STATE OF TEXAS §
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 COUNTY OF TARRANT §

This instrument was acknowledged before me on the 12th day of November, 2010, by Barry A. Wasser and Carla A. Wasser.


 Notary Public, State of Texas


My Commission Expires: 1/26/2014
 Commission Number: _____



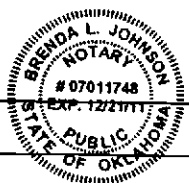
STATE OF OKLAHOMA §
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 COUNTY OF Oklahoma §

Before me, Brenda L. Johnson, the undersigned notary public, on this day personally appeared Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2010.


 Notary Public, State of Oklahoma

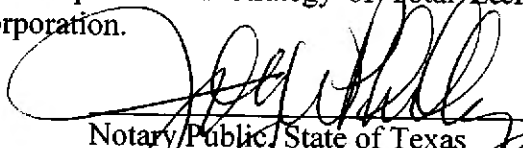
My Commission Expires: _____
 Commission Number: _____



Record & Return To:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154

STATE OF TEXAS §
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 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of November, 2010, by Eric Bonnin as Vice President - Business Development and Strategy of Total E&P USA, Inc., a Delaware corporation, on behalf of the corporation.


 Notary Public, State of Texas

My Commission Expires: _____
 Commission Number: _____

